



Amendment No. 3  
To  
Contract No. NA170000090  
For  
Composting & Chicken Keeping Instructors  
Between  
Mary Michelle Hernandez  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 24, 2021 through February 23, 2022. No options will remain.
- 2.0 The total contract amount is increased by \$4,950.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/24/2017 – 02/23/2019	\$9,900.00	\$9,900.00
Amendment No. 1: Option 1 – Extension 02/24/2019 – 02/23/2020	\$4,950.00	\$14,850.00
Amendment No. 2: Option 2 – Extension 02/24/2020 – 02/23/2021	\$4,950.00	\$19,800.00
Amendment No. 3: Options 3 – Extension 02/24/2021 – 02/23/2022	\$4,950.00	\$24,750.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

**Michelle**

Sign/Date: **Hernandez**

Digitally signed by Michelle Hernandez  
DN: cn=Michelle Hernandez, o, ou,  
email=mmhaustin@gmail.com, c=US  
Date: 2021.02.01 07:31:09 -06'00'

**Mike Zambrano**

Sign/Date:

Digitally signed by Mike  
Zambrano  
Date: 2021.02.05 09:31:39 -06'00'

Printed Name **Mary Michelle Hernandez**  
Authorized Representative

Mary Michelle Hernandez  
8500 Bear Creek Drive  
Austin, Texas 78737  
(512) 394-8494  
[mmhaustin@gmail.com](mailto:mmhaustin@gmail.com)

Mike Zambrano, Jr.  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701



Amendment No. 3  
To  
Contract No. NA170000090  
For  
Composting & Chicken Keeping Instructors  
Between  
Neil Kaufman  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 24, 2021 through February 23, 2022. No options will remain.
- 2.0 The total contract amount is increased by \$4,950.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/24/2017 – 02/23/2019	\$9,900.00	\$9,900.00
Amendment No. 1: Option 1 – Extension 02/24/2019 – 02/23/2020	\$4,950.00	\$14,850.00
Amendment No. 2: Option 2 – Extension 02/24/2020 – 02/23/2021	\$4,950.00	\$19,800.00
Amendment No. 3: Option 3 – Extension 02/24/2021 – 02/23/2022	\$4,950.00	\$24,750.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Neil Kaufman 1/19/2021

Printed Name: Neil Kaufman  
Authorized Representative

Neil Kaufman  
5202 Basswood Lane  
Austin, Texas 78723  
(512) 223-5605  
[nkaufman@austin.utexas.edu](mailto:nkaufman@austin.utexas.edu)

Sign/Date: Mike Zambrano Digitally signed by Mike Zambrano  
Date: 2021.02.05 09:34:53 -06'00'

Mike Zambrano, Jr.  
Contract Management Specialist III

City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
To  
Contract No. NA170000090  
For  
Composting & Chicken Keeping Instructors  
Between  
Noelle Esprit Bugaj  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 24, 2020 through February 23, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$4,950.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/24/2017 – 02/23/2019	\$9,900.00	\$9,900.00
Amendment No. 1: Option 1 – Extension 02/24/2019 – 02/23/2020	\$4,950.00	\$14,840.00
Amendment No. 2: Option 2 – Extension 02/24/2020 – 02/23/2021	\$4,950.00	\$19,790.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Noelle Bugaj 01/02/20

Printed Name: **Noelle Bugaj**  
Authorized Representative

Noelle Esprit Bugaj  
6110 Idlewood Cove  
Austin, Texas 78745  
(510) 333-4609  
[noellebugaj@gmail.com](mailto:noellebugaj@gmail.com)

Sign/Date: Mike Zambrano, Jr. 1-31-2020

Mike Zambrano, Jr.  
Contract Management Specialist III

City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701





Amendment No. 2  
To  
Contract No. NA170000090  
For  
Composting & Chicken Keeping Instructors  
Between  
Mary Michelle Hernandez  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 24, 2020 through February 23, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$4,950.00, each and combined, by this extension period. The total contract authorization is recapped below:

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- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

*Mary Michelle Hernandez* 1/7/2020

Sign/Date:

*Mike Zambrano, Jr.* 1-31-2020

Printed Name:

Authorized Representative

Mary Michelle Hernandez  
8500 Bear Creek Drive  
Austin, Texas 78737  
(512) 394-8494  
[mmhaustin@gmail.com](mailto:mmhaustin@gmail.com)

Mike Zambrano, Jr.

Contract Management Specialist III

City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701





Amendment No. 1  
to  
Contract No. NA170000090  
for  
Composting & Chicken Keeping Instructors  
between  
Noelle Esprit Bugaj  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 24, 2019, through February 23, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$4,950.00 by this extension period, "each and combined". The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/24/2017 – 02/23/2019	\$9,900.00	\$9,900.00
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- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Noelle Bugaj 1/8/19

Printed Name: Noelle Bugaj  
Authorized Representative

Noelle Esprit Bugaj  
6110 Idlewood Cove  
Austin, Texas 78745  
(510) 333-4609  
[noellebugaj@gmail.com](mailto:noellebugaj@gmail.com)

Sign/Date: Mike Zambrano Jr. 1-16-19

Mike Zambrano, Jr.  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NA170000090  
for  
Composting & Chicken Keeping Instructors  
between  
Mary Michelle Hernandez  
and the  
City of Austin

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- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

*Michelle Hernandez* 1/11/2019

Printed Name: MICHELLE HERNANDEZ  
Authorized Representative

Mary Michelle Hernandez  
8500 Bear Creek Drive  
Austin, Texas 78737  
(512) 394-8494  
[mmhaustin@gmail.com](mailto:mmhaustin@gmail.com)

Sign/Date:

*Mike Zambrano, Jr.* 1.16.19

Mike Zambrano, Jr.  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NA170000090  
for  
Composting & Chicken Keeping Instructors  
between  
Neil Kaufman  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 24, 2019, through February 23, 2020. Two options will remain.
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- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

*Neil Kaufman*  
1/16/2019

Sign/Date:

*Mike Zambrano Jr.*  
1.16.19

Printed Name:  
Authorized Representative

*Neil Kaufman*

Neil Kaufman  
5202 Basswood Lane  
Austin, Texas 78723  
(512) 223-5605  
[nkaufman@austin.utexas.edu](mailto:nkaufman@austin.utexas.edu)

Mike Zambrano, Jr.  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



PURCHASE ORDER NUMBER

ABR 11 1987	ABRAHADO
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[illegible]

## RFQ: City of Austin Compost Instructors

Noelle Esprit Buga:  
6110 Idlewood Cove,  
Austin, TX 78745  
510-333-4609  
[noellebugaj@gmail.com](mailto:noellebugaj@gmail.com)  
Vendor #: V00000932195

<b>Contractor Qualifications &amp; Requirements</b>	<p>As a current vendor for the City of Austin I have instructed compost classes in a variety of setting and locations throughout the Austin area over the last two years. In addition to my experience as a vendor for the City of Austin, I have also conducted commercial compost program trainings at businesses throughout the greater Austin area for the past two years. I have provided instruction to individuals from small Montessori schools and restaurants, to large corporate offices and major chains. Prior to my work in the sustainability industry I was the an ABA Therapist working with families and children with Autism for three years and the Director of a child-development franchise where I instructed parents and students in gymnastics, dance, and sports skills classes as well as trained all other employees on how to instruct classes. I am comfortable with instructing a diverse group of people and audiences ranging from one person to 100+. I have enjoyed my work as a City of Austin vendor and look forward to the opportunity of continuing to share my passion for sustainability and expanding on the City of Austin's Zero Waste efforts moving forward.</p> <p>Though I am not personally fluent in Spanish, I do have some basic Spanish language skills and have been able to conduct numerous trainings on commercial compost programs with the assistance of an individual on site willing to act as translator. If a class is requested in Spanish I would be happy to work with the site and anyone requesting the class to ensure it was taught in a clear, easy to translate manner in order to reach diverse audiences.</p> <p>I have a valid Texas ID.</p>
<b>Classes Taught By Request</b>	I am willing and able to comply with all requirements laid out under section 4.1
<b>City Predetermined Scheduled Classes</b>	I am willing and able to comply with all requirements laid out under section 4.2

<b>Chicken Keeping Classes</b>	I am willing and able to comply with all requirements made by the City Of Austin in instructing the Chicken Keeping Pilot Classes.
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<b>Class Type</b>	<b>Quote for Service</b>
Class By Request- Compost	\$85.00
City Predetermined Scheduled Classes- Compost	\$75.00
City Predetermined Scheduled Classes- Chicken Keeping	\$75.00
Class By Request- Chicken Keeping	\$85.00



**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15<sup>th</sup> day of February, 2017

CONTRACTOR  
Authorized  
Signature

Noelle Buay  
Noelle Buay

Title


Owner / Independent contractor

**City of Austin, Texas  
NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO.

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">Noelle Bugaj</div>		
Signature of Officer or Authorized Representative:	<div style="border: 1px solid black; padding: 2px;"></div>	Date:	<div style="border: 1px solid black; padding: 2px;">1/18/17</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Noelle Bugaj</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Owner / Self-Employed</div>		




**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
SOLICITATION NO.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	<div style="border: 1px solid black; padding: 2px;">Noelle Bugaj</div>		
Signature of Officer or Authorized Representative:	<div style="border: 1px solid black; padding: 2px;"></div>	Date:	<div style="border: 1px solid black; padding: 2px;">1/17/16</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Noelle Bugaj</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Owner / self - Employed</div>		


**QUOTE SHEET  
CITY OF AUSTIN**

**SOLICITATION NAME: COMPOST TRAINING SERVICES**

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote. **NOTE: If bidder accepts 2.0, DO NOT FILL IN 3.0**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.0	Compost Training <u>Class by Request</u> in accordance with attached Specification		EA	\$ 75	\$
2.0	Compost Training <u>Regular Scheduled Class</u> in accordance with attached Specification and attached schedule, Home Composting Rebate Classes, as required at a rate Not To Exceed \$75.00 per class.	<input checked="" type="checkbox"/> Yes, the not to exceed amount of \$75 is accepted x 32 classes. NOTE: if accepted do not fill out 3.0			
3.0	Compost Training <u>Regular Scheduled Class</u> in accordance with attached Specification and attached schedule.	<input type="checkbox"/> NO, the \$75 rate is not Accepted; Provide rate in 3.0			
	Compost Training <u>Regular Scheduled Class</u> in accordance with attached Specification and attached schedule.	Rate for Regular Scheduled Classes.		\$ 75	\$
4.0	Chicken Keeping Class			\$ 75 TOTAL	\$

COMPANY NAME: Neil Kaufman

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Neil Kaufman

EMAIL ADDRESS: NKaufman@cityofaustin.org

**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 8 day of February, 2017

CONTRACTOR  
Authorized  
Signature

Neil Kaufman  
[Signature]

Title

\_\_\_\_\_



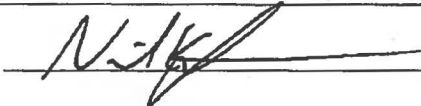
**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO.

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center;">Neil Kaufman</div>		
Signature of Officer or Authorized Representative:	<div style="border: 1px solid black; min-height: 40px; display: flex; align-items: center;">[Signature]</div>	Date:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center;">1/18/2017</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center;">Neil Kaufman</div>		
Title:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center;"></div>		

Company Name: Neil Kaufman  
Company Address: 5202 Basswood LN  
City, State, Zip: Austin, TX, 78723  
Federal Tax ID No. \_\_\_\_\_  
Printed Name of Officer or Authorized Representative: Neil Kaufman  
Title: \_\_\_\_\_  
Signature of Officer or Authorized Representative:   
Date: 1/10/2017  
Email Address: NKaufman@Austin.utexas.edu  
Phone Number: 210-995-8488

**\* Completed Quote Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

Michelle Hernandez  
8500 Bear Creek Dr.  
Austin, TX 78737  
512-394-8494  
mmhaustin@gmail.com

January 18, 2017

Ms. Gutierrez  
Contract Compliance Specialist Senior  
Austin Resource Recovery  
P.O. Box 1088  
Austin, TX 78767

Dear Ms. Gutierrez:

I am writing in response to the RFQ for Composting Instructors.

**Qualifications**

1. **9 years instructing in sustainability topics**, including backyard chicken keeping, composting, and zero waste strategies. I instruct through formal and informal classes and workshops. I provide visuals through PowerPoint or posters, written materials, such as checklists or worksheets, and opportunities for hands on learning, through my instruction methods. I have taught anywhere from 10 to over 100 people in my classes. I have also had numerous speaking engagements which have offered an opportunity for providing education, including:
  - a. Founder and presenter at the annual Funky Chicken Coop Tour
  - b. Panelist at Zero Waste Food Forum, sponsored by Austin Resource Recovery
  - c. Mentor at SxSW Eco
  - d. Presenter on chicken keeping at SxSW Interactive
  - e. Presenter for Mensa Regional Conference on Urban Poultry Husbandry
  - f. Speaker at Texas Renewable Energy Roundup and Green Living Fair
  - g. Numerous engagements presenting classes to 10-50 people on chicken keeping and composting through the Austin and Central Texas Backyard Poultry Meetup.
2. Through volunteer opportunities with Green Corn Project and the Sustainable Food Center, I have had the opportunity to instruct people with diverse backgrounds on growing food, composting, and raising chickens. This includes instruction through lecture and hands-on activities.
3. I have some Spanish-speaking abilities. I have the ability to ensure my speaking and comprehension for the topics of the RFQ are up to speed through multiple options, including attending composting classes taught in Spanish and also practice with bilingual friends and family members on key topics.

Ms. Gutierrez  
January 18, 2017  
Page 2

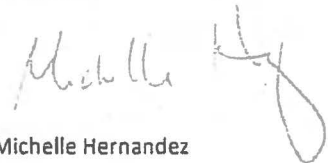
4. I have a valid Texas Driver's license.
5. I am submitting this RFQ response for myself as sole proprietor. I am requesting a waiver on insurance.

My rates for teaching classes are listed in the table below.

Class Description	Rate for class
Backyard Chicken Keeping, Regularly Scheduled	\$75
Backyard Chicken Keeping, Scheduled by Request	\$100
Backyard Composting, Regularly Scheduled	\$75
Backyard Composting, Scheduled by Request	\$100

If you have any questions, please do not hesitate to contact me at 512-394-8494 or email me at [mmhaustin@gmail.com](mailto:mmhaustin@gmail.com).

Sincerely,



Michelle Hernandez

Enclosure

City of Austin, Texas  
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas  
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin  
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.



The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10 day of February, 2017

CONTRACTOR  
Authorized  
Signature

Title

Michelle Hernandez  
Michelle Hernandez  
Independent Contractor

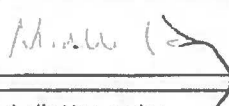
**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO.

214

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Michelle Hernandez		
Signature of Officer or Authorized Representative:		Date:	1/18/2017
Printed Name:	Michelle Hernandez		
Title:	Sole Proprietor		

City of Austin, Texas  
NONRESIDENT BIDDER PROVISIONS

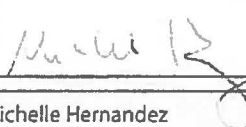
SOLICITATION NO.

W/A

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	Michelle Hernandez		
Signature of Officer or Authorized Representative:		Date:	1/18/2017
Printed Name:	Michelle Hernandez		
Title:	Sole Proprietor		

Workers' Compensation Insurance Requirement/Sole Proprietor Statement

Name: Michelle Hernandez

Title: Instructor

Ref: Composting & Chicken Keeping Training services

This statement is being submitted in lieu of a certificate of insurance for the workers' compensation insurance coverage required by the City of Austin. I am a sole proprietor with no employees. This project, (name and number of project) to be completed for the City of Austin will be completed by myself without employees or subcontracted assistance.

I understand that if I hire anyone as an employee I will purchase Workers' Compensation Insurance coverage immediately for the required limits and provide a certificate of insurance indicating this coverage to the City of Austin. If I enter into an agreement or contract for this project with an independent contractor, subcontractor, or consultant, I will provide the City of Austin with the required proof of insurance for Workers' Compensation for each independent contractor, subcontractor and/or consultant. I understand that Workers' Compensation is required of all independent contractors, subcontractors and/or consultants regardless of the structure of their firm.

Michelle Hernandez  
Signature of Contractor/Vendor

2/2/2017  
Date





## INSURANCE WAIVER REQUEST

Date January 27, 2017  
Department Austin Resource Recovery  
RQS/RQM Number N/A  
Contractor/Vendor Michelle Hernandez  
Description of Services Training Services  
Buyer Jo Gutierrez, Contract Compliance Spc. Snr.

---

### Insurance to be waived

General Liability	<input checked="" type="checkbox"/>
Auto Liability	<input type="checkbox"/>
Worker's Compensation	NA
Other	<input type="checkbox"/>

---

### Reason for request:

Independent Contractor, requested waiver.

I hereby waive those insurance requirements shown for the above-mentioned contract.

  
\_\_\_\_\_  
Signature of Interim Director  
Sam Angoori, Interim Director

2/7/17  
\_\_\_\_\_  
Date

### Attachments:

1. City of Austin Insurance Requirements
2. RFQ



**Workers' Compensation Insurance Requirement/Sole Proprietor Statement**

Name: Neil Kaufman

Title: Instructor

Ref: Composting & Chicken Keeping Training services

This statement is being submitted in lieu of a certificate of insurance for the workers' compensation insurance coverage required by the City of Austin. I am a sole proprietor with no employees. This project, (name and number of project) to be completed for the City of Austin will be completed by myself without employees or subcontracted assistance.

I understand that if I hire anyone as an employee I will purchase Workers' Compensation Insurance coverage immediately for the required limits and provide a certificate of insurance indicating this coverage to the City of Austin. If I enter into an agreement or contract for this project with an independent contractor, subcontractor, or consultant, I will provide the City of Austin with the required proof of insurance for Workers' Compensation for each independent contractor, subcontractor and/or consultant. I understand that Workers' Compensation is required of all independent contractors, subcontractors and/or consultants regardless of the structure of their firm.

  
\_\_\_\_\_  
Signature of Contractor/Vendor

2/1/2017  
\_\_\_\_\_  
Date



## INSURANCE WAIVER REQUEST

Date January 27, 2017  
Department Austin Resource Recovery  
RQS/RQM Number N/A  
Contractor/Vendor Neil Kaufman  
Description of Services Training Services  
Buyer Jo Gutierrez, Contract Compliance Spc. Snr.

---

### Insurance to be waived


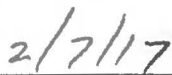
General Liability	X
Auto Liability	<input type="checkbox"/>
Worker's Compensation	NA
Other	<input type="checkbox"/>

---

### Reason for request:

Independent Contractor, requested waiver.

I hereby waive those insurance requirements shown for the above-mentioned contract.

	
Signature of Interim Director Sam Angoori, Interim Director	Date

### Attachments:

1. City of Austin Insurance Requirements
2. RFQ

**Workers' Compensation Insurance Requirement/Sole Proprietor Statement**

Name: Noelle Bugaj

Title: Instructor

Ref: Composting & Chicken Keeping Training services

This statement is being submitted in lieu of a certificate of insurance for the workers' compensation insurance coverage required by the City of Austin. I am a sole proprietor with no employees. This project, (name and number of project) to be completed for the City of Austin will be completed by myself without employees or subcontracted assistance.

I understand that if I hire anyone as an employee I will purchase Workers' Compensation Insurance coverage immediately for the required limits and provide a certificate of insurance indicating this coverage to the City of Austin. If I enter into an agreement or contract for this project with an independent contractor, subcontractor, or consultant, I will provide the City of Austin with the required proof of insurance for Workers' Compensation for each independent contractor, subcontractor and/or consultant. I understand that Workers' Compensation is required of all independent contractors, subcontractors and/or consultants regardless of the structure of their firm.

Noelle Bugaj  
Signature of Contractor/Vendor

2/2/17  
Date



## INSURANCE WAIVER REQUEST

Date January 31, 2017  
Department Austin Resource Recovery  
RQS/RQM Number N/A  
Contractor/Vendor Noelle Bugaj  
Description of Services Training Services  
Buyer Jo Gutierrez, Contract Compliance Spc. Snr.

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### Insurance to be waived

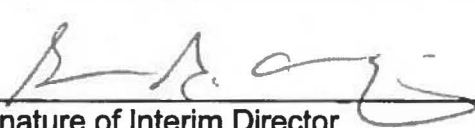
General Liability	X
Auto Liability	<input type="checkbox"/>
Worker's Compensation	NA
Other	<input type="checkbox"/>

---

### Reason for request:

Independent Contractor, requested waiver.

I hereby waive those insurance requirements shown for the above-mentioned contract.

  
\_\_\_\_\_  
Signature of Interim Director  
Sam Angoori, Interim Director

2/7/17  
\_\_\_\_\_  
Date

### Attachments:

1. City of Austin Insurance Requirements
2. RFQ